La Corte ECM, Inc. *and* International Brotherhood of Electrical Workers, Local 166, AFL–CIO. Case 3–CA–18763

September 5, 1996

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS BROWNING AND FOX

On March 14, 1996, Administrative Law Judge Joel P. Biblowitz issued the attached decision. The Respondent filed exceptions and a supporting brief.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,[1] and conclusions[2] and to adopt the recommended Order, as modified.[3]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, La Corte ECM, Inc., Troy, New York, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraphs 2(a), (b), and (c).

"(a) Within 14 days from the date of this Order, offer employees Cade, Croback, and Guzinski full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions without prejudice to their seniority or other rights or privileges previously enjoyed.

"(b) Make Cade, Croback, Guzinski, and McDermott whole for any loss of earnings or other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of the decision.

"(c) Within 14 days after service by the Region, post at its office in Troy, New York, copies of the attached notice marked "Appendix."[4] Copies of the notice, on forms provided by the Regional Director for Region 3, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since July 27, 1994.

"(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply."

2. Substitute the attached notice for that of the administrative law judge.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively though representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT discourage membership in International Brotherhood of Electrical Workers, Local 166, AFL–CIO, or any other labor organization, by unlawfully failing to reinstate or otherwise discriminating against our employees because they have engaged in a

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

[2] We adopt the judge's finding that the 5-day "grace period" is not applicable when tabulating the backpay owed employees Joseph Cade, Henry Croback, Robert Guzinski, and William McDermott. In so doing, we clarify the judge's analysis to note that even in unfair labor practice strike situations, the "grace period" is inapplicable in circumstances where an employer ignores, rejects, or unduly delays making valid reinstatement offers following employees' unconditional offers to return to work. See, e.g., *National Football League*, 309 NLRB 78, 83 (1992); *Grondorf, Field, Black & Co.*, 318 NLRB 996, 997 fn. 3 (1995). Further, even assuming that a 5-day "grace period" generally applies in economic strike situations, we agree with the judge, for the reasons he states, that it is inapplicable here. *National Football League*, supra; *J. W. Rex Co.*, 308 NLRB 473 fn. 3 (1992), enfd. 998 F.2d 1003(T) (6th Cir. 1993).

[3] We shall modify the judge's recommended Order and issue a new notice in accordance with our decision in *Indian Hills Care Center*, 321 NLRB 144 (1996).

We leave to the compliance stage of the proceeding issues concerning the duration of the remedy, including whether the discriminatees would have been transferred to other jobsites following the Respondent's completion of its work at the Cross Gates Mall. *Dean General Contractors*, 285 NLRB 573 (1988); *Urban Constructors*, 320 NLRB 1166 (1996).

protected strike or other concerted activity for their mutual aid or protection.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, within 14 days from the date of the Board's Order, offer Joseph Cade, Henry Crobak, and Robert Guzinski full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make whole Cade, Crobak, Guzinski, and William McDermott for any loss of earnings and other benefits suffered as a result of the failure to reinstate them, less any net interim earnings, plus interest.

LA CORTE ECM, INC.

Alfred M. Norek, Esq., for the General Counsel.
Robert Adams, Esq. (Adams & Dayter), of Albany, New York, for the Respondent.

DECISION

STATEMENT OF THE CASE

JOEL P. BIBLOWITZ, Administrative Law Judge. This case was heard by me on December 4, 1995, in Albany, New York. The complaint here, which issued on June 28, 1995, and was based on an unfair labor practice charge that was filed on August 8, 1994,[1] by International Brotherhood of Electrical Workers, Local 166, AFL–CIO (the Union), alleges that La Corte ECM, Inc. (Respondent) violated Section 8(a)(1) and (3) of the Act by refusing to reinstate to employment Henry Crobak, Robert Guzinski, William McDermott, and Joseph Cade, who had ceased work concertedly and engaged in a strike, but then made an unconditional offer to return to work.

FINDINGS OF FACT

I. JURISDICTION

Respondent admits, and I find, that it has been engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION STATUS

Respondent admits, and I find, that the Union has been a labor organization within the meaning of Section 2(5) of the Act.

III. THE FACTS

During the period in question, Respondent was performing work at the Cross Gates Mall (the jobsite). On July 19, Robert Shutter, assistant business manager and organizer for the Union, arrived at the jobsite and spoke to Crobak, Guzinski, McDermott, and Cade, four of Respondent's employees at the jobsite. He said that the Respondent had committed an unfair labor practice and suggested that they go out on strike. By "unfair labor practice," he was referring to the fact that the Respondent had refused McDermott's requests for a raise.[2] When George Breen, the foreman at the jobsite, arrived with Ralph Cioffi, vice president of Respondent, Shutter informed them that he was taking the four employees out on an unfair labor practice strike. Cioffi said that he did not recognize the Union or the fact that they were going out on strike, and the employees left with Shutter. Cioffi testified that all that was said between him and Shutter on that day was Shutter saying that he was taking the four employees out on strike. On the following day, Shutter and the four employees picketed the jobsite with signs stating that Respondent was unfair to its employees.

On July 27, Shutter returned to the jobsite with the four employees, arriving at about 7 a.m. He testified that, at that time, he saw Breen and told him that the men were there to end their strike and return to work unconditionally, and asked if he had any work for them. Breen said that he did not, that he would have to make some telephone calls. Shutter asked him if he would make the calls, and he said that he would not: "I have no work for you today and that was it." Received into evidence was a letter from the Union to Respondent dated August 3, stating: "Dear Mr. LaCorte: The following employees are ending their Unfair Labor Practice strike and are willing to return to work unconditionally." The four employees were listed below, and all but McDermott signed the letter. The parties stipulated that Respondent received the letter on August 8.

McDermott testified that on July 27, he and the other three employees arrived at the jobsite with Shutter by 7 a.m. Shutter told Breen that the employees were ending their strike and "were unconditionally going back to work." Breen told Shutter that he had no work for them and they left. Crobak testified that on July 27, he and the other three employees arrived with Shutter at the jobsite at 7 a.m. Shutter told Breen that they were unconditionally ending their strike and returning to work. Breen said that he had no work for them, that he would have to make a telephone call before they could return to work. Shutter asked him if he would make that call, and Breen said, "[N]o, not right now." Neither Cade nor Guzinski testified.

Breen testified that on July 27, at about 6 a.m., Shutter and the four employees approached him at the jobsite. Shutter said, "These men would like to come back to work today." Breen replied: "I'm sorry you got up so early, you should have called me last night. I don't have any work for you today." Shutter asked Breen if he was sure that there was no work, Breen said that he was, and Shutter and the four employees left the jobsite. Breen testified that Shutter never used the word "unconditional" in this conversation. Breen was asked by counsel for the General Counsel if he would have been able to prepare work for the four employees if Shutter have notified him of their return the prior evening. He responded: "Well, I probably could have, yes." Cioffi testified that Breen called him on the morning of July 27 and said that Shutter was at the jobsite with the four employees; Shutter told him that the men wanted to go back to work that day and he told Shutter that he did not have any

[1] Unless indicated otherwise, all dates referred to herein relate to the year 1994.

[2] Counsel for the General Counsel stipulated that it was an economic, rather than an unfair labor practice, strike.

work for them at that time because he had not made prior arrangements to have tools and materials available. He testified that he could not recall whether Breen reported that Shutter said that the strike was over. Cioffi told Breen: "That if they were ending the strike unconditionally that as far as I was concerned it wasn't over with." He testified in answer to questions from me that he did not call the employees back on the following day because Breen did not report to him that Shutter said that he was ending the strike unconditionally, and "as far as I was concerned, the strike wasn't over."

About a week later, McDermott called Respondent's office either to arrange to drop off a hardhat or to pick up a check, and ended up speaking to Ken LaCorte, Respondent's president. LaCorte asked him what he was doing, and McDermott said that he was not doing anything. LaCorte asked him if he wanted to return to work for Respondent, he said that he did, and he returned to Respondent's employ on August 4. On about July 28, the Union referred Crobak to a job with T and J Electric; this job paid about $21 an hour, as compared to about $12.50 with Respondent, and it paid health and welfare benefits, which Respondent did not. Crobak testified that he never received a telephone call from Respondent offering him reinstatement to his former position. Cioffi testified that in early August he saw Crobak working at a different site for T and J, although he did not know what he was being paid at that job. About a month later, Respondent's foreman at that site told Cioffi that the T and J work was starting to slow down and on September 6, he called the telephone number on Crobak's employment application and left a message on his answering machine that there was about a couple of week's work available at the jobsite. Crobak never responded to the call and did not return to Respondent's employ. Respondent defends that it did not call Crobak prior to September 6 because they knew that he was earning substantially more at T and J than he would earn at Respondent, and that he would not accept their offer. When Crobak was asked by counsel for Respondent whether it was true that he did not intend to leave T and J to return to Respondent, Crobak responded that he did not know. Although Respondent paid substantially less than T and J, he did not know how long his employment at T and J would last, whereas Respondent usually had a lot of work in the area.

Neither Cade nor Guzinski testified. However, Breen testified that on August 9, Cioffi instructed him to call Cade and Guzinski and ask them to return to Respondent's employ. On that morning, in Cioffi's presence, he called the telephone number that he had for Cade. The message on the answering machine was in Cade's voice, and Breen identified himself and left the message: "I'd like to talk to you about returning to work." He never received a return call from Cade, but the parties stipulated that Cade received this message "within a couple of weeks after the strike." Breen then called Guzinski, and a relative, whom he believes is his sister-in-law, answered the phone. Breen told her that he would like to speak to Guzinski about returning to work, and she said that he was out. He said that she should tell him to call Breen. He never received a return call from Guzinski. Cioffi testified that he was present when Breen called Cade and Guzinski; he heard him leave a message on Cade's answering machine and speak to several people at Guzinski's home.

As stated above, all four of the employees were working at the jobsite on July 19, when they began their economic strike of Respondent. McDermott began his employment with Respondent on May 18 at the jobsite. He testified that during his first 2 months of employment at the jobsite there were about 10 to 12 employees employed by Respondent working there and working about a 40-hour workweek. When he returned on August 4, there were more than 10 or 12 employees, and they were working a little overtime. The parties stipulated that there were no new hires by Respondent at the jobsite between July 19 and 27, and during that same period, no employees were transferred to that jobsite by Respondent. It was also stipulated to that the first reduction in staffing by Respondent at the jobsite occurred on about September 24. Cioffi testified that the number of its employees at the jobsite generally increased during the summer until about mid-September, when it started decreasing. In July, Respondent employed approximately 15 to 20 employees at the jobsite, and this number increased to about 35 in about mid-September, when it began to decrease. The job ended the second week of October. He testified further, that Respondent did not hire any employees for the jobsite from the end of July through October. The additional work at the jobsite was covered by employees who were transferred from Respondent's other projects and Respondent hired at least two employees during this period to work at other of Respondent's projects. In addition, there was an increase in the amount of overtime work that Respondent's employees were performing at the jobsite.

IV. ANALYSIS

Cade, Crobak, McDermott, and Guzinski were economic strikers who went out on strike on July 19 and asked to return, through Shutter, on July 27. The law is very clear that once economic strikers make an unconditional offer to return to work, they are entitled to an offer of immediate reinstatement to their former or substantially equivalent positions, unless the employer can establish either that they were permanently replaced or that its failure to reinstate them was due to some other legitimate and substantial business justification, and these burdens rests on the employer. *NLRB v. Fleetwood Trailer Co.*, 389 U.S. 375 (1967); *Harvey Mfg.*, 309 NLRB 465 (1992); and *J. W. Rex Co.*, 308 NLRB 473 (1992). It is also the employer's burden to establish that the employees' offer to return was conditional. *SKS Die Casting & Machining*, 941 F.2d 984 (9th Cir. 1991). If an employer considers an offer to return to be ambiguous, it should ask for a clarification to resolve the ambiguity, rather than ignore the offer. *SKS Die Casting & Machine*, 294 NLRB 372 (1989).

Once it has been determined that the employees made an unconditional offer to return, absent a justifiable reason for refusing to reinstate the employees, as discussed above, the employer must make an offer of reinstatement to the employees. "An employer's offer of reinstatement must be firm, clear, and unconditional." *Lipman Bros.*, 164 NLRB 850, 853 (1967); and *Consolidated Freightways*, 290 NLRB 771 (1988). In *Holo-Krome Co.*, 302 NLRB 452, 454 (1991), the Board stated: "It is well settled that an offer of employment must be specific, unequivocal, and unconditional in order to toll backpay and satisfy a respondent's remedial obligation."

The four employees commenced an economic strike against Respondent on July 19. On July 27 they went to the

jobsite with Shutter to announce the end of the strike and request that they be returned to work. At the hearing, Respondent appeared to allege that their offer to return was not unconditional because Shutter did not use the term "unconditionally," although counsel does not so defend in his brief. Regardless, I credit the testimony of Shutter, McDermott, and Crobak that Shutter told Breen that they were ending their strike and returning to work unconditionally. Even if he had not used the term "unconditionally," I would find that their offer was an unconditional offer to return; if there was some ambiguity, Breen could have inquired further about it, and he did not do so. In fact, his response: "I don't have any work for you today," establishes that he had no doubts about what Shutter said or meant.

The employees were not reinstated on July 27 and it is alleged that this failure to reinstate violates Section 8(a)(1) and (3) of the Act. Counsel for Respondent, in his brief, alleges that Breen's response to Shutter on July 27 was an unconditional offer of reinstatement:

> Breen's statement that "you should have called me last night. I don't have any work for you today" is not ambiguous. The intent is clearly that reinstatement would have been possible had the employees provided sufficient notice to give the Respondent an opportunity to get together the necessary tools and equipment at the job site. It was abundantly clear that the four employees could return to work the next day.

I disagree. Firstly, I find that Breen told the employees, "I have no work for you today" and did not comment further that they should have called him the prior evening. I also find, as testified to by Shutter and Crobak that Breen said that he would have to make some telephone calls before he could put them back to work, and when Shutter asked him to make the calls, he refused. As stated above, to be effective, an offer of reinstatement must be firm, clear, unconditional, specific, and unequivocal. Breen's response to Shutter on July 27 does not satisfy these requirements, and I therefor find that Respondent did not offer to reinstate the employees on July 27.

The next issue to be determined is whether Respondent sustained its burden that it did not reinstate the employees because it had hired permanent replacements or that there was some other legitimate and substantial business justification for its action. There is no allegation that Respondent hired permanent replacements and the evidence establishes that the amount of available work at the jobsite increased until September 24, the date of the first reduction in staffing at the jobsite. Respondent accomplished this through overtime at the jobsite, and by transferring employees to the jobsite from other of its work locations (after July 27) and hiring new employees to replace the transferred employees. This clearly establishes that Respondent had no legitimate or substantial business justification for refusing to rehire the four employees (if not on July 27, then on July 28); in fact, the evidence establishes that there was plenty of work for them at that location at that time. I therefor find that by not offering to reinstate Crobak, Guzinski, McDermott, and Cade on July 27, Respondent violated Section 8(a)(1) and (3) of the Act.

In *Drug Package Co.*, 228 NLRB 108, 113 (1977), involving an unfair labor practice strike, the Board ordered that the backpay commence 5 days after the date that the strikers made unconditional offers to return and would continue until the respondent made unconditional offers of reinstatement to the strikers. In explaining the rational for this, the Board stated:

> We believe that the 5-day period is justified as providing a reasonable period of time for employers to accomplish those administrative tasks necessary to the orderly reinstatement of the unfair labor practice strikers and to accord some consideration to the replacement employees who must be terminated.

In *Aztec Bus Lines*, 289 NLRB 1021, 1030 fn. 23 (1988), the administrative law judge recommended that backpay commence on April 4, 1981, the day following the delivery of a letter containing the strikers' unconditional offer to return. The Board, although reversing the judge and finding that the strike was an economic, rather than an unfair labor practice strike, agreed with the judge on when backpay would commence:

> [W]e agree that April 4 is the proper date for commencement of the backpay period for the strikers covered by our Order, who were not shown to have been permanently replaced. Even allowing for the fact that an employer does not generally incur backpay liability for not *immediately* firing a temporary replacement in order to reinstate an economic striker who has offered to return, there is no reason to give the benefit of any "grace period" to an employer which, like the Respondent, (1) made no positive response at all until April 21, more than 2 weeks after the strikers' offer to return, and (2) who, in the case of strikers discussed in secs. C,2, and C,3, of our decision, unlawfully denied reinstatement. [Citations omitted.]

As was true in *Aztec*, the Respondent's actions here establish that the 5-day "grace period" should not be applied here. The strikers made an unconditional offer to return on July 27, and could have been back to work on that day or on the following day, but the Respondent chose to do nothing to reinstate the strikers. McDermott was offered reinstatement on August 4 only because he called Respondent's office on an unrelated matter, and they did not contact Guzinski and Cade until August 9, and Crobak until September 6. In addition, there were no replacement workers and no unusual administrative tasks that had to be overcome here; one telephone call could have had them back to work, if not on that day, then the next day. For these reasons, I recommend that the backpay begin on July 28.

There are three different situations here. The clearest is McDermott: his backpay begins on July 28 and continues through August 3. I credit the uncontradicted testimony of Breen and Cioffi that Breen called Cade and Guzinski on August 9. He left a message on Cade's answering machine: "I'd like to talk to you about returning to work." Breen left a message with a relative of Guzinski that he would like to speak to Guzinski about returning to work. Neither one ever called him back, and the parties stipulated that Cade received Breen's message. The issue is whether Breen's messages rep-

resented unconditional offers of reinstatement. I find that they did not. Respondent could have, very simply, written registered letters to Cade, Guzinski, and Crobak offering them reinstatement to their prior positions at the jobsite. Instead, it left messages for Cade and Guzinski to call and talk about their returning. They were clearly not specific, unequivocal, and unconditional offers to return. *Flatiron Materials Co.*, 250 NLRB 554 (1980); *15th Avenue Iron Works*, 279 NLRB 643, 650 (1986). In *Moro Motors, Ltd.*, 216 NLRB 192 (1975), the Board found that the statement: "I would like to have you back," made directly to the discriminatee, was not an unconditional offer of full reinstatement because of its lack of specificity. Similarly, I find that the calls to Cade and Guzinski on about August 9 do not constitute valid reinstatement offers.

There is a somewhat different issue involving Crobak. Admittedly, Respondent never offered him reinstatement until September 6; Cioffi testified that he did not offer him reinstatement at an earlier time because he knew that Crobak was earning substantially more for T and J than he did with Respondent and would therefor not accept reinstatement. When he learned on about September 6 that work at T and J slowed down, Cioffi called the telephone number that it had for Crobak and left a message that there was about a couple of week's work available at the jobsite. As to the initial failure to offer reinstatement to Crobak because he would not have accepted employment at a lower paying job, the folly in this position is that it is the employee's decision to make, not the employer's, and if no offer is made, there is nothing to decide. As to the September 6 "offer," this was even less firm, clear and unconditional than the offers to Cade and Guzinski. Again, by failing to reinstate these employees on July 27 or 28, Respondent put itself in this position. Anytime after that, it could have mailed these employees unequivocal offers of reinstatement. It did not do so. Instead, it notified them of vague references to employment. It was not enough for Cade and Guzinski, and was also inadequate for Crobak.

CONCLUSIONS OF LAW

1. Respondent has been engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union has been a labor organization within the meaning of Section 2(5) of the Act.

3. Since about July 27, the Respondent failed and refused to reinstate Crobak, Cade, McDermott, and Guzinski, economic strikers, to their former positions of employment.

THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that it cease and desist therefrom, and take certain affirmative action designed to effectuate the policies of the Act.

I have found that Respondent failed to unconditionally offer reinstatement to Cade, Guzinski, McDermott, and Crobak to their former, or substantially equivalent positions of employment on July 27, and that backpay should commence on July 28. I shall recommend that Respondent be ordered to compensate them for the losses that they suffered as a result of its failure to reinstate them commencing on July 28. The potential backpay period for McDermott runs from July 28 through August 3, while the backpay period for Guzinski, Cade, and Crobak continues until a valid reinstatement offer is, or was, made to them, or when Respondent can establish that they would have been laid off in the normal course of events. I shall also recommend that Respondent be ordered to reinstate Cade, Guzinski, and Crobak to their former positions of employment or, if those positions are no longer available, to substantially equivalent positions without loss of seniority or other rights and privileges. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), and *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[3]

ORDER

The Respondent, La Corte ECM, Inc., Troy, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Discouraging membership in International Brotherhood of Electrical Workers, Local 166, AFL–CIO, or any other labor organization, by failing and refusing to reinstate its striking employees who unconditionally offered to return to work.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their rights as guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Offer Cade, Guzinski, and Crobak immediate reinstatement to their former positions of employment or, if those positions no longer exist, to substantially equivalent positions without prejudice to their seniority or other rights and privileges, and make whole Cade, Guzinski, Crobak, and McDermott for the losses that they suffered as a result of the discrimination against them in the manner set forth above in the remedy section of the decision.

(b) Post at its office in Troy, New York, copies of the attached notice marked "Appendix."[4] Copies of the notice, on forms provided by the Regional Director for Region 3, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

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[3] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[4] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."